

# LEASE NO. GS-09B-02619

GSA FORM L-201B (01/11)  
(For Streamlined Lease Over the Simplified Threshold)

THIS LEASE is made and entered into between

## 443 Redcliff Drive Associates, LLC

("the Lessor"), whose principal place of business is 8 Harris Court, Suite A-1, Monterey, CA 93940-5714 and whose interest in the Property described herein is that of Fee Owner, and

## THE UNITED STATES OF AMERICA

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

**WITNESSETH:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

443 Redcliff Drive, Redding CA 96002-0130

together with rights to the use of parking and other areas as set forth herein.

**TO HAVE AND TO HOLD** the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

**15 Years, 10 Years Firm**

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the General Services Administration.

**IN WITNESS WHEREOF**, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

**FOR THE LESSOR:**



Name: 443 Redcliff Drive Associates, LLC

Title: *managing member*

Date: *9/29/11*

**FOR THE GOVERNMENT:**

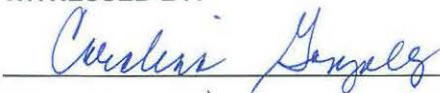


THOMAS HIXSON

Lease Contracting Officer

Date: *10/26/2011*

**WITNESSED BY:**



Name: *CAROLINA GONZALEZ*

Title:

Date: *9/29/11*

## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

### 1.01 THE PREMISES

The Premises are described as follows:

Office and Related Space: 10,157 rentable square feet (RSF), yielding 8,363 square feet of office and related space (ABOA) (based upon a Common Area Factor of 1.214516322), located on the first and second floor(s), of the Building, as depicted on the block plan(s) attached hereto as Exhibit D-1.

### 1.02 EXPRESS APPURTENANT RIGHTS

Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 11 reserved surface parking spaces as depicted on the plan attached hereto as Exhibit D-2. In addition, the Lessor shall provide sufficient parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and other areas at all times during the term of this Lease for the purposes of installation and maintenance of such devices

### 1.03 RENT AND OTHER CONSIDERATION

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 - 10		Years 11 - 15	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$269,160.50	\$26.50	\$269,160.50	\$26.50
T.I Rental Rate*	\$56,362.48	\$5.54	\$0.00	\$0.00
Operating Cost	\$122,594.99	\$12.07	\$122,594.99	\$12.07
Full Service Rate	\$448,117.97	\$44.11	\$391,755.49	\$38.57

\*The total tenant improvement allowance of \$387,123.27 is amortized at a rate of 8% per annum for 10 years.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 8,363 ABOA square feet, based upon the ABOA per square foot rate set forth above.

C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

D. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

E. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease.
4. All services, utilities, maintenance required for the proper operation of the Property, the Building, and the Leased Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease.



#### 1.04 TERMINATION RIGHTS

The Government may terminate this Lease, in whole or in part, at any time after the firm term of this Lease by providing not less than **120** days prior written notice to the Lessor. Notice shall be sent as defined in the General Clauses. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

#### 1.05 DOCUMENTS INCORPORATED BY REFERENCE (STREAMLINED)

The following documents are incorporated by reference, as though fully set forth herein:

GSA Form 3517, General Clauses (Exhibit A)  
GSA Form 3518, Representations and Certifications (Exhibit B)  
[REDACTED] Special Requirements (140 pages) (Exhibit C)  
Floor Plan(s) (2 pages) (Exhibit D-1)  
Parking Plan(s) (1 page) (Exhibit D-2)

#### 1.06 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is **71.61%**.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is **\$11,433.89**.

#### 1.07 OPERATING COST BASE

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$12.07** per ABOA SF. Per paragraph 2.16 operating costs are subject to annual adjustments.

#### 1.08 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES

If the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$7.00** per ABOA sq.ft. of space vacated by the Government.

#### 1.09 OVERTIME HVAC RATES

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

**\$80.00** per Hour for the entire Space (minimum 4 hours per order).

#### 1.10 24-HOUR HVAC REQUIREMENT.

The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24 hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at a rate of **\$3,000.00** per ton per annum of the area receiving the additional overtime HVAC. The exact cost per ABOA will be determined prior to beneficial occupancy and memorialized in a Lease Amendment.

#### 1.11 WAIVER OF RESTORATION (AUG 2008)

The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.